

Exhibit R

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

PHILIP FEI, on behalf of himself and classes of
those similarly situated,

Plaintiff,

-against-

WEST LB AG,

Defendant.

**DECLARATION OF SEAN
KILLORAN**

07 Civ. 8785 (HB)(HM)

I, Sean Killoran, declare, upon personal knowledge and under penalty of perjury,
pursuant to 28 U.S.C. §1746, that the following is true and correct:

1. I worked for WestLB AG ("WestLB") from approximately October 23,
2006 until approximately December 1, 2006 as a financial manager.
2. During the entire course of my tenure, WestLB classified me as a
"manager," although I did not have managerial duties.

Job Duties

3. As a financial manager, my main job duty was preparing profit and loss
reports for desk traders' portfolios. I simply pulled data from an in-house database
system called SUMMIT, which summarized profit and loss data from stock trades, and
entered that information into my report. I did not have to analyze the data I extracted
from SUMMIT. I did not have a role in creating the process by which the profit and loss
reports were generated; rather, a trainer at WestLB instructed me regarding how to create
the reports. My job duties did not require the use of discretion and independent

judgment.

4. My primary duty was not related to the management or business operations of WestLB.

5. I did not supervise or manage anyone. In my department, none of the managers supervised anyone.

6. I did not have authority to hire or fire employees. I did not make recommendations regarding hiring and firing employees.

7. I did not have authority to make operational decisions beyond the parameters of my own clerical tasks.

8. I did not have authority to exercise my own discretion and independent judgment with respect to matters of significance.

9. I was not free from supervision.

10. Nobody from Human Resources, the Legal Department, or any other department at WestLB ever asked me what my duties were.

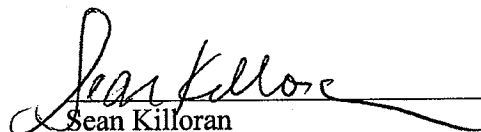
Hours & Salary

11. During the entire course of my employment, WestLB paid me a salary of approximately \$100,000 per year.

12. During the entire course of my employment with WestLB, I worked approximately 55 hours per week.

13. WestLB never paid me an overtime premium of time and a half when I worked more than 40 hours per week.

Dated: New York, New York
April 24, 2008


Sean Killoran